

Amended and Restated Interlocal Cooperation Agreement

CONTRACTING PARTIES: This agreement is by and between the following counties of the state of Utah that are bodies corporate and politic of the state of Utah and that possess the authority to enter into this interlocal cooperation agreement. The counties entering into this agreement are: Beaver County, Box Elder County, Cache County, Carbon County, Daggett County, Davis County, Duchesne County, Emery County, Garfield County, Grand County, Iron County, Juab County, Kane County, Millard County, Morgan County, Piute County, Rich County, Salt Lake County, San Juan County, Sanpete County, Sevier County, Summit County, Tooele County, Uintah County, Utah County, Wasatch County, Washington County, Wayne County, and Weber County.

TERM OF CONTRACT: This agreement shall be effective as of August 1, 2009 and shall continue in full force and effect until terminated as provided hereinafter, but shall not exceed a term of fifty (50) years.

PURPOSE AND STATUTORY AUTHORITY: This agreement is for the purpose of establishing an interlocal entity separate from the participating counties to be known as the Multicounty Appraisal Trust (the "Trust"). The Trust shall establish and administer a multi-county cooperative effort in appraisal and equalization of property values and effective collection, utilization and distribution of property tax proceeds for the contracting parties. The Trust shall be charged with administering the legislative actions that specifically identifies the Trust, such as UCA Sec. 59-2-1606 relating to a statewide computer assisted mass appraisal system (CAMA system). This agreement and the creation of the Trust are authorized by the Interlocal Cooperation Act, Section 11-13-101, et. seq. Utah Code Annotated, 1953, as amended. The Trust shall have such powers as are specified herein and shall have, unless expressly limited herein, all powers and duties provided for by UCA Sec. 11-13-204 and the Interlocal Cooperation Act. This agreement constitutes an amendment and restatement of the Cooperation Agreement dated to take effect on January 1, 1987.

GENERAL PROVISIONS

ORGANIZATION: There is hereby created a governing body for the Trust (the "Board") which shall act in behalf of the contracting parties to administer the Trust and the provisions of this agreement. The Board shall be composed of one (1) member from each of the contracting counties. Each County legislative body shall designate in writing the person to act as its representative on the Board.

PAYMENT OF FEES: Fees and fees for services provided by the Trust, if any, shall be determined by the Board and provisions associated with said fees may be defined in the rules and regulations adopted by the Board. Only those counties which have paid all current and past fees assessed by the Trust shall be represented on the Board.

OFFICERS: The Board shall select from its members an Executive Committee consisting of the following officers: Chair, First Vice-chair, Second Vice-chair, three At-large members, and the immediate Past Chair. The officers shall serve as the Executive Committee of the Board and shall possess the power to act on behalf of the Board if so provided for in the rules and regulations adopted by the Board.

- (a) Tenure. The officers of the Trust shall be elected annually by the members of the Board. The offices of Chair, First Vice-Chair, Second Vice-chair, and Past Chair shall serve for one year or until their successors are elected and take office. The offices of At-large members shall serve as follows: Upon the initial organization of the Board and election of officers, one at-large member shall be elected to a one year term, one elected to a two year term and one elected to a three year term. Thereafter, all at-large terms shall be three year terms. All At-large members shall serve until their successors are selected and take office.
- (b) Nominations. Nominations for officers shall be made by the members of the Board during the annual meeting of the Board. Members attending the annual meeting must nominate at least one nominee for the office of Chair, one nominee for the office of First Vice-chair, two nominees for the office of Second Vice-chair, and two nominees for each of the three At-large members.
- (c) Vacancies. A vacancy occurring in the office of Chair, First Vice-chair, Second Vice-chair or Immediate Past Chair shall be filled by the remaining officers appointing a new officer to fill the unexpired term of the vacancy.
- (d) Chair. The Chair shall be subject to the control of the Board and shall exercise general supervision of the affairs of the Trust. The Chair shall, when present, preside over and conduct all meetings of the Board and of the Executive Committee. The Chair, when authorized by the Board, may sign or execute contracts of other instruments for the Trust, when permitted by this agreement. The Chair shall, in general, perform all duties incident to the office of Chair and such other duties as may from time to time be prescribed by the Board.
- (e) First Vice-chair. In the absence of the Chair, the First Vice-chair shall perform all of the duties of the Chair. When so acting, (s)he shall have all the powers of, and be subject to, all the restrictions placed upon the Chair. The First Vice-chair shall perform such duties as may from time to time be assigned by the Chair of the Board.

- (f) Second Vice-chair. The Second Vice-chair shall perform such duties as may from time to time be assigned by the Chair of the Board.
- (g) At-large. At-large members shall perform such duties as may from time to time be assigned by the Chair of the Board.

ADMINISTRATIVE CONTRACT

Administrative Contract. The Board may contract administrative services and the contract fees shall be reviewed and approved annually by the Board.

MEETINGS

Annual Meeting. One annual meeting of all members shall be held on a date set by the Board.

Special Meetings. A special meeting of the Trust for any purpose or purposes may be called by the Chairman of the Board, majority of the Executive Committee or the majority of the Board at any time.

Place of Meeting. The Board may designate any place of meeting convenient for regular or special meetings.

Notification of Meetings. Members to be notified of meetings by United States mailing address, email, or other medium as approved by the Board.

Quorum. No business of the Trust shall be conducted without a quorum present. A quorum shall be a majority of the total Board members for Board meetings and a majority of the Executive Officers for meetings of the Executive Committee, if one is provided for in the Trust's rules or regulations. .

Conduct of Meetings. The Board may adopt such rules and regulations as are deemed necessary to ensure the orderly operation of its affairs not contrary to the provisions of this agreement.

AUTHORITY OF TRUST

The Trust, through its Board members as designated, shall have the power to do the following:

- (a) Designate and perform appraisal and equalization services that will be offered to member counties.
- (b) Contract with private organizations or other entities to acquire, develop, and implement the designated services.

- (c) Hold and expend monies allocated to or received by the Trust to accomplish the objectives stated herein.
- (d) Sell to any other entity the services or products generated as a result of this agreement that are owned by the Trust and retain the proceeds for its use. In the event the Trust shall own any real or personal property, such as computer systems, software, software code, etc. developed under this agreement, said systems or software shall be jointly owned by the Trust in behalf of the member counties. Any systems, software or other processes developed by the Trust may not be sold by any member of this Trust.
- (e) The Board shall establish a general budget to finance its authorized objectives. The budget amount, after deduction for revenues from other sources, shall be allocated to each member county based on a formula established by the Board in the form of a fee. If the general budget is not objected to within thirty (30) days from the date received by the member county, it shall be deemed accepted. Payment of fees by the member county must be made within sixty (60) days of receipt by the member county or membership in the Trust will be suspended for one-hundred and eighty (180) days or until paid. If fees are not reconciled before the end of the one-hundred and eighty (180) days the county membership will be terminated.
- (f) The Board may impose fees to finance projects approved by the Board.
- (g) The Board shall have the authority to administer current and future legislation, in accordance with Utah law, that identifies the Trust. Examples of this are UCA Sec. 59-2-1606 (statewide CAMA system) and UCA Sec. 59-2-704 (factoring or corrective action mediator).

WITHDRAWAL

Any party to this agreement may withdraw itself from the Trust and the provisions of this agreement by giving at least ninety (90) days prior written notice to the Board. A party withdrawing from this agreement shall not be entitled to a refund of any monies paid by it to the Trust. Any party withdrawing from this agreement shall not be entitled to sell to any person, firm, or other entity any computer systems or software acquired or developed as a result of this agreement unless the Board agrees to the sale in writing. Ownership of all assets developed by the Trust shall remain the property of the Trust but a withdrawing party shall have a license to continue to use any software developed and owned by the Trust and in the possession of the withdrawing member to the extent allowed by the applicable license. The withdrawing member shall not have a right to updates of the software owned by the Trust released after its withdrawal absent entering into

an agreement with the Trust. Withdrawing members shall have no claim against other assets or accounts of the Trust except as authorized by this section.

If all of the contracting parties agree to terminate this agreement, or if only two (2) parties remain and one of the parties gives its notice to withdraw, then all unencumbered monies being held by the Trust shall, within ninety (90) days, be distributed equally to each member who is then a party to this agreement. Any encumbered monies, defined as monies held by the Trust which are subject to expenditure as a result of a binding agreement between the Trust and others, or otherwise restricted as to use, shall be held by the Trust until such time as they are expended, and each then existing party shall be entitled to the benefit of said expenditure. Said Trust shall be dissolved immediately after its monies are distributed and all of its agreements are fulfilled.

MODIFICATIONS

Any alterations, variations, modification or waivers of any provision of this agreement shall be valid only when they have been reduced to writing and duly approved and signed in accordance with state statute and local ordinance by each party to this agreement.

INTERPRETATION

The captions which precede the various portions of the agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any reference to gender shall include both male and female. The invalidity or unenforceability of any provision contained in this agreement shall not affect the validity or enforceability of the remainder.

MEETINGS AND RECORDS OF THE TRUST

The Trust shall comply with the applicable provisions of the Utah Open and Public Meetings Act (UCA Sec. 52-4-101, et seq.), and the Utah Government Records Access and Management Act (UCA Sec. 63G-2-101, et seq.) and shall adopt rules and regulations implementing said statutory provisions.

EXECUTION OF THIS AGREEMENT

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

APPLICABLE LAW

This agreement shall be governed by the laws of the state of Utah both as to interpretation and performance.

APPROVAL BY ATTORNEYS

This Agreement shall be submitted to the authorized attorneys for each of the members for approval in accordance with UCA Sec. 11-13-202.5.

NO THIRD PARTY BENEFICIARIES

This agreement is entered into by the parties solely for the benefit of the parties hereto. No obligation, benefit or rights are intended to be created or are created in any third party by the execution hereof.

NOTICES

Any notice required hereunder or issued to or by the Trust shall be effective upon deposit, postage prepaid, in the United States Mail addressed to:

Trust: Multicounty Appraisal Trust, at the official address of the Trust, as established by the rules and regulations adopted by the Board.

Member: County Clerk of the affected County at the official address of the affected County with a copy to the County Attorney at the official address of the affected county.

IN WITNESS WHEREOF, this agreement is duly made and executed in behalf of _____ County by authority of a resolution of its legislative body duly adopted in a lawful meeting duly held and attended by a quorum.

_____ County

By _____ Date _____
Commission/Council Chairman

Attest : _____ Date _____
Clerk

Approved as to form and compliance with applicable law:

Attorney

Date _____